

DEPARTMENT OF YOUTH AFFAIRS

Government of Guam



REQUEST FOR PROPOSALS

Number: DYA RFP-19-002

For

NURSING SERVICES

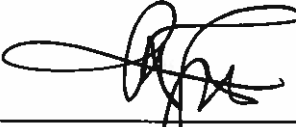
100% Government of Guam Local Funds

Issued: July 5, 2019

Deadline for Submission: July 19, 2019, 5:00 p.m. (Guam Standard Time)

**Place of Submission: Director's Office
Department of Youth Affairs
169 San Isidro Street
Mangilao, Guam 96913**

**Contact for the Procurement: Jeannette Toves, Administrative Services Officer
Telephone – (671) 735-5009/10
Facsimile – (671) 734-7536**



Melanie W. Brennan, Director Date July 19

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Appendix A: Mandatory Forms

Appendix B: Department of Youth Affairs Civil Rights Compliance Policy

Appendix C: Sample Form of Contract

ARTICLE I. TIMELINE

Advertisement	Friday, July 5, 2019
Deadline for submission	5:00 p.m., Friday, July 19, 2019
Questions Deadline	5:00 p.m., Friday, July 12, 2019
Response Deadline for Questions	Wednesday, July 17, 2019
Opening, evaluation & Ranking	Monday, July 22, 2019
Notice of Ranking and Intent to Award	Monday, July 22, 2019
Negotiations	Tuesday, July 23, 2019
Notice of Award	Wednesday, July 24, 2019
Contract Signing	Wednesday, July 31, 2019

ARTICLE II. GENERAL OVERVIEW

On March 12, 2010, Public Law 30-101 was signed into law to reprogram and appropriate funds for Nursing Services and Medication, these funds are authorized to be carried over by Public Law 30-196 until fully expended for its original purpose.

Currently, it is the intent of the Government of Guam to continue nursing services for the clientele under the auspices of the Department of Youth Affairs on a more permanent basis, unfortunately, DYA's operating budget, will not allow the department to hire a full-time nurse, therefore, the department will continue to outsource the nursing services through a request for proposal, until DYA is able to get full funding support from the local government to recruit a permanent full-time staff nurse.

SECTION 1.01 INTRODUCTION:

The Government of Guam, Department of Youth Affairs (DYA) is soliciting Request for Proposals (RFP) Number: DYA-RFP-19-002 from qualified individuals whose principal focus will be to provide comprehensive nursing services to clients of the Department of Youth Affairs.

SECTION 2.01 TERM OF SERVICES REQUIRED:

INITIAL TERM: The initial term of the contract shall commence upon the signature of the Governor through September 30, 2020.

RENEWAL TERM: The contract may be extended for three (3) additional one year periods at the sole option of the Government.

MONTHLY EXTENSION PERIODS: At the option of the government, and as agreed to by the vendor, the contract may be extended after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the DYA is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the DYA.

MULTIPLE TERM CONTRACT, MULTIPLE CERTIFICATION OF FUNDS: The term of the contract and any extensions are subject to the availability, appropriation, and allocation of funds. Should the Government in its sole discretion decide to exercise any option to renew the contract, subject to the availability of funds, then the Government shall issue a letter to declare the option to renew as notice to the selected service provider and funds for the renewal period may be processed in accordance with any procedure or format adopted by the Bureau of Budget and Management Research. The contract term may also be extended to include any liquidation period, at no additional cost.

Funds may be certified in different increments during any fiscal year on this procurement. In the event funds are not appropriated or otherwise made available to support continuation of services in the subsequent fiscal period, the contract shall be cancelled and the contractor shall be

reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

SECTION 2.02 TYPE OF CONTRACT

The Guam Procurement Law prohibits advance payment. The type of contract will be a Firm Fixed Price, Multi-Year contract whereby the parties shall agree upon a basis for payment of services performed.

ARTICLE III. INSTRUCTIONS:

SECTION 3.01 DEADLINE FOR SUBMISSION OF PROPOSALS:

Deadline for Submission of All Proposals: Friday, July 19, 2019, 5:00 p.m. (Guam Standard Time).
Proposals submitted after this time and date will not be considered.

SECTION 3.02 REGISTRATION OF INTERESTED PARTIES

Those picking up a hard copy of the Request for Proposals package at the DYA will be asked to sign a registry log. Those submitting RFP packages will also be asked to sign a registry log. Only registered persons will receive official communications from DYA regarding the Request for Proposals, and only proposals from registered persons will be accepted. Persons receiving copies of this RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.L. 31-228 effective, June 15, 2012 will not receive amendments to the RFP or other communications related to the procurement, unless they complete and submit the DYA registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

SECTION 3.03 RFP FORMAT

(1) Written Proposals

All proposals must be typewritten. DYA will not accept handwritten proposals. And in keeping with the requirements of this RFP, DYA will review all proposals to determine its validity and responsiveness prior to entering the evaluation stage.

(2) Signatures

Signatures shall be in black or blue ink. Blue is preferred.

(3) Erasures and Strikeouts

Erasures, strikeouts or other types of changes that are evident on the face made to a proposal must be explained or noted over the signature of the Offeror.

SECTION 3.04 MINIMUM INFORMATION REQUIRED IN THE PROPOSAL:

1. The name of the Offeror, location of the Offeror's principal place of business, telephone and facsimile numbers, and if different, the place of the performance of the proposed contract.
2. Submission of Offeror's police and court clearances (Less than 30 days old) and if needed, updated clearances prior to the commencement of services.
3. Offeror's Tax Identification Number (TIN), Employer Identification Number (EIN), and GovGuam Vendor ID Number.
4. Offeror's Business License
5. Offeror must have current valid professional license to perform the services requested, and must provide a copy to the DYA.
6. Statement of Understanding and Willingness. A statement expressing the Offeror's understanding of the work to be accomplished as specified in the Scope of Services (Article IV), and a statement of the Offeror's commitment or willingness to perform the services.
7. Age of offeror's business and average number of employees over the past five (5) years.
8. Offeror's abilities, qualifications, and experience.
9. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the Request for Proposals.
10. A plan giving as much detail as is practical explaining how the services will be performed.
11. Dedicated Time. How much time the Offeror is able to dedicate or will devote to the services requested relative to other business commitments.
12. Other Resources. The Offeror's other resources such as equipment to be used in the performance of the services.
13. Other Relevant Information. Any other relevant information which will be useful in evaluating the Offeror's plan for performance may be included.

SECTION 3.05 CONTENTS OF PROPOSAL

The Offeror's response to the items mentioned in this article III shall be considered the Offeror's proposal. Proposals shall be prepared simply and economically, providing straightforward, concise description of the Offeror's ability to fulfill the requirements of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, DYA prefers that the contents of the proposal be organized and submitted in the following manner, format, and order indicated in Section 3.04 of this article, Minimum Information Required in the Proposal. The mandatory forms (Appendix A and B) should follow.

SECTION 3.06 INCLUSION OF PROPOSAL CONTENTS IN CONTRACT

DYA reserves the right to include any part or parts of the Offeror's proposal in the final contract if the Offeror is awarded a contract.

SECTION 3.07 QUESTIONS AND ANSWERS:

Questions concerning this Request for Proposals may be asked in writing and written responses will be given in the following manner.

Only potential Offerors who have obtained a Request for Proposals packet may submit written questions to DYA. DYA must receive the questions no later than **Friday, July 12, 2019 at 5:00 p.m.** (Guam Standard Time). DYA will respond only to questions received before this deadline. Oral statements made by DYA or its agents are not binding. **On or before Wednesday, July 17, 2019**, DYA expects to provide its responses to the written questions. Responses to questions will be sent via facsimile.

If any question requires an interpretation of the Request for Proposals, or is relevant to all Offerors, then DYA shall prepare a response in the form of an amendment to the Request for Proposals packet, and shall forward the amendment to all prospective Offerors who have picked up a packet. Receipt of any amendment must be acknowledged in the cover letter of submittal of Offerors' proposal.

Questions should be submitted to the Administrative Services Officer, at one of the following addresses:

1. Via Delivery to:

Department of Youth Affairs
169 San Isidro Street
Mangilao, Guam 96913
Attention: Administrative Services Officer

2. Via U.S. Postal:

Department of Youth Affairs
P.O. Box 23672
GMF Barrigada, GU 96921
Attention: Administrative Services Officer

3. Via facsimile to the Department of Youth Affairs at (671) 734-7536

Attention: Administrative Services Officer

SECTION 3.08 SERVICES PROPOSALS

Each Offeror must submit 1 original and 3 copies of the Services Proposal and must be sealed in an envelope or other sealable container.

SECTION 3.09 COST/ PRICING RATE SCHEDULE:

Each Offeror must submit a price proposal for the services, **enclose the budget proposal in a separate sealed envelope marked "Price Proposal." Only one sealed envelope with the Offeror's price should be submitted.**

SECTION 3.10 INFORMATION ON SEALED ENVELOPE OR CONTAINER

On the face of the sealed envelope or container, the following information shall be clearly marked:

**NOT TO BE OPENED EXCEPT BY
THE DIRECTOR, DEPARTMENT OF YOUTH AFFAIRS OR DESIGNEE
Proposal for DY A RFP-19-002
Submitted by (the Offeror's name, address, and telephone number)**

SECTION 3.11 DELIVERY

Proposal packages shall be submitted to the following name and address. DY A shall not be responsible for any delivery costs or postage due. Proposals will NOT be accepted via facsimile or e-mail as these two mediums do not allow proposals to be sealed or submitted in an original form with multiple copies:

**Department of Youth Affairs
169 San Isidro Street
Mangilao, Guam 96913**

ARTICLE IV. SCOPE OF SERVICES

The **DEPARTMENT OF YOUTH AFFAIRS** is requesting for proposals from **QUALIFIED OFFERORS** whose principal focus will be to provide comprehensive nursing services to clients of the Department of Youth Affairs four (4) hours a day, three (3) days a week, to include on-call service days. The type of services required includes the following:

SECTION 4.01 TYPE OF SERVICES REQUIRED:

- 1) To provide comprehensive nursing services in our basic designated nurse's station consisting of a desk, computer, an exam table and first-aid supplies. Contractor to provide basic routine diagnostic equipment needed to perform services, i.e. stethoscope, a sphygmomanometer for reading blood pressure
- 2) Provide intake and monitoring screening activities to assess patient health problems and needs
- 3) Provide and Administer nursing care to ill, injured, convalescent, or disabled patients for non-emergency medical attention, for example: minor scrapes, administration of first aid and CPR, physical examinations
- 4) Monitor client's behavioral health and provide prompt appropriate referrals
- 5) Educate, counsel, and assist individuals to include parents in assuming responsibility for their own health to the best of their ability, knowledge and circumstance to provide training regarding hygiene, wellness, pregnancy and disease prevention

- 6) Develop and implement nursing care plans for infection prevention and control, procedure in the event of a death (death review to include administrative and clinical mortality), PREA (Prison Rape Elimination Act) Federal Sexual Abuse Regulations/How to respond to sexual abuse, and develop an emergency response plan-what to do in the event of a respiratory or cardiac arrest
- 7) Maintain medical records
- 8) Administer, supervise and monitor the pharmaceuticals and medication delivery to include weekends and holidays
- 9) Perform case management to record and monitor current meds, special health requirements, dental problems, mental health problems, past or present treatment or hospitalization for mental disturbance or suicide risk, STDs, communicable diseases, other health problems, height and weight
- 10) Provide training to staff to assist with early detection or intervention, i.e. how to detect and control scabies
- 11) Comply with Health Insurance Portability and Accountability Act of 1996 (HIPPA), and client confidentiality
- 12) Administer and record immunizations
- 13) Offeror must be able to work scheduled days as defined by DYA, normally between the hours of 8:00 a.m. to 6:00 p.m. unless other arrangements are made
- 14) Offeror must be able to provide "on-call" service days as required by DYA

SECTION 4.02 MONITORING AND REPORTING REQUIREMENTS:

The Offeror will comply with all DYA requirements in providing services to DYA clients. Services will be monitored by DYA. The monitor may examine files, fiscal records and other records if needed.

All records of youth served must be collected and maintained in a manner to ensure the protection of the juveniles' rights to privacy and confidentiality.

A monthly consolidated report shall contain information describing all clients seen; client initials; date of birth; reason being seen; meds dispensed; shots administered; training provided to staff, clients, and/or parents; and shall include any other information to be collected as requested.

SECTION 4.03 POST AWARD REQUIREMENTS

Upon selection, offeror must submit the following documents prior to commencement of services:

- (a) CONFIDENTIALITY/LIABILITY AGREEMENT
- (b) POLICE AND COURT CLEARANCES (MUST BE LESS THAN 30 DAYS OLD)

ARTICLE V. SPECIAL GENERAL PROVISIONS

SECTION 5.01 RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT:

DYA shall have the right to reject all offers, and/ or individual offers in whole or in part and/ or cancel this RFP, if it is determined to be in the best interest of DYA as provided for in the procurement laws. Reasons for rejection of individual proposals include, but are not limited to, reasons such as: (a) the Offeror is non-responsible as determined under 2 GAR Div. 4 §3116; (b) the proposal ultimately fails to meet the announced requirements of the Government in some material respect notwithstanding opportunity for altering or clarifying the proposal; or (c) the proposed price is clearly unreasonable.

In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of DYA and not returned to the respective Offerors. A proposal that has not been unsealed (such as late proposals) will be returned to the Offeror upon request of the Offeror.

SECTION 5.02 DETERMINATION TO USE COMPETITIVE SELECTION PROCEDURE:

The following written determination is required by law prior to the announcement for the need of the services described in the Request for Proposals:

By issuing this Request for Proposals, the DYA has determined (a) that the services to be acquired are a type of service specified in 2 GAR Div. 4 §3114(a) for competitive selection of services; (b) a reasonable inquiry has been conducted on the availability of such personnel to perform the services and that the territory does not have the personnel or resources to perform the services required under the proposed contract(s); (c) that the DYA will utilize services of the proposed Contractor to provide comprehensive nursing services to clients of the DYA. DYA has developed, and fully intends to implement, a written plan for utilizing such services as will be included in the contractual statement of work.

SECTION 5.03 ALL PARTIES TO ACT IN GOOD FAITH:

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals; the preparation of the Request for Proposals; the evaluation and negotiation of proposals; and the performance or administration of contracts to act in good faith.

SECTION 5.04 GOVERNMENT AND OFFEROR:

The Guam Procurement Law authorized government agencies to act as a "Government" for the purpose of procuring professional services such as those described in Article IV, without going through the government's General Services Agency. DYA as a government agency is issuing this Request for Proposals as DYA RFP-19-002, and acts as a Government.

Any party who submits a proposal is known as an "Offeror." An Offeror awarded a contract may be described herein as "applicant", "organization", "contractor", or "service provider".

SECTION 5.05 LIABILITY FOR COSTS TO PREPARE PROPOSAL:

DYA is not liable for any costs incurred by any Offeror in connection with the preparation of its proposal. By submitting a proposal, the Offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

SECTION 5.06 APPLICABILITY OF GUAM PROCUREMENT LAW:

If any Request for Proposals is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the Request for Proposals shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

SECTION 5.07 REQUESTS FOR NON-DISCLOSURE

After award of a contract, the proposal of the Offeror awarded the contract becomes a part of the record of procurement process and is public information. Therefore, if an Offeror is submitting trade secrets or proprietary information that the Offeror wishes to keep confidential, then the Offeror must identify those portions that it considers proprietary and request in writing for non-disclosure. The request for non-disclosure must be included in a cover letter, and those portions in the proposal that are proprietary must be clearly marked or designated, or identified in the cover letter. DYA will entertain the request and issue a ruling in accordance with Article V, Section 5.16

SECTION 5.08 NO CONFLICT OF INTEREST

The Offeror must also include a statement affirming that it presently has no conflicts of interest with regard to the services for which a proposal is being submitted.

SECTION 5.09 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Offeror must certify that the rate it proposes (which is to be placed in a separate sealed envelope) was independently arrived at without collusion with any other Offeror or person.

SECTION 5.10 ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

If the Government issues any amendments to the Request for Proposals, the Offeror must acknowledge receipt of each individual amendment in its cover letter.

SECTION 5.11 NOTICE OF REQUEST FOR PROPOSALS:

The procurement regulations provide that notice of a Request for Proposals for professional services is adequate if published in a newspaper of general circulation at least 10 days before the proposals are due. Hence, notice of this Request for Proposals will be advertised in the Guam Marianas Variety published in Tamuning, Guam.

SECTION 5.12 RECEIPT AND REGISTRATION OF PROPOSALS:

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. Proposals will not be opened publicly, nor disclosed to unauthorized persons, but will be opened in the presence of two employees designated by the DYA Director to act as administrators for this Request for Proposals. DYA will keep a Register of Proposals identifying the Request for Proposals, the names of the Offerors, and the number of modifications received, if any, by each Offeror. The Register is not open for public inspection until after award of a contract. Proposals of Offerors not awarded do not become public records.

SECTION 5.13 OPENING OF PROPOSALS:

After the deadline for submission of proposals and as soon as practicable, DYA's two administrators shall unseal each proposal in the order received and conduct a preliminary review of each proposal to see whether the proposal contains the mandatory forms required by law as a condition to making an offer. The lack of any one of the forms is cause for a finding of non-responsiveness and automatic rejection of the proposal without evaluation of the detailed plan. Proposals will then be evaluated. Any Offeror submitting a non-responsive proposal will receive a written Notice of Non-Responsiveness.

SECTION 5.14 EVALUATION PROCESS:

An Evaluation Committee shall evaluate the proposals. Prior to the evaluation meeting, the Evaluation Committee members will not know the identities of the Offerors and will not have access to the proposals. The evaluations will be conducted on a designated date and at a designated time. The proposals will be evaluated in the order received. The Evaluation Committee Chairperson will monitor the full evaluation meeting to ensure fairness and non-collusion. Before the evaluations begin, the Administrative Services Officer will explain the criteria and process to the Evaluation Committee, as may be necessary. Unless requested to by the administrator or Evaluation Committee, any attempt by an Offeror to contract any individual assigned to evaluate may result in disqualification of the Offeror.

SECTION 5.15 DISCUSSIONS DURING EVALUATION:

During the evaluation meeting, or any continuation thereof, the Evaluation Committee may conduct discussions with any Offeror, in writing or telephonically. Discussions shall not disclose any information derived from proposals submitted by other Offerors. The issues clarified during discussions should be put into writing by the Offeror and submitted to DYA within three business days of conclusion of discussions, and may be submitted electronically or via facsimile. DYA will provide further instructions as may be necessary.

SECTION 5.16 RULING ON REQUESTS FOR NON-DISCLOSURE OF INFORMATION:

During discussions or evaluations, the Evaluation Committee will examine any request for non-disclosure to determine its validity. If the Evaluation Committee does not grant the request, then DYA must inform the Offeror in writing those portions which will be open for disclosure should the

Offeror be awarded the contract and why. If the Offeror does not agree or is dissatisfied with the ruling for any reason, then the Offeror may withdraw the proposal or submit a protest according to the procedures set out in the Guam Procurement Law. If the proposal is not withdrawn and no protest is received, then if an award is made to such Offeror, DYA may disclose those portions of the proposal for which a non-disclosure request was not granted.

SECTION 5.17 MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Any proposal may be modified or withdrawn upon written request by the Offeror prior to the conclusion of discussions with such Offeror.

If the Evaluation Committee finds that no discussion with an Offeror is necessary, then such Offeror's time for modifying or withdrawing its proposal shall be terminated upon the Committee moving on to evaluate the next proposal.

SECTION 5.18 RANKING OF OFFERORS AND DETERMINATION OF BEST QUALIFIED OFFEROR:

Upon conclusion of the evaluations, the administrators will tabulate the points assigned by the Evaluation Committee and rank the Offerors from the highest number of points received to the lowest number. Soon after ranking is completed, DYA will send each Offeror written notice of its ranking without identifying the other Offerors or their ranking, along with further instructions.

SECTION 5.19 STANDARD FOR DETERMINATION OF THE MOST QUALIFIED OFFEROR:

Responsive proposals shall be evaluated according to the following standards:

ITEM	STANDARD	TOTAL POINTS POSSIBLE
1	Quality of a detailed plan for performing the required services.	50
2	Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services	30
3	Record of past performance of similar work	15
4	Personnel and Equipment to perform the services currently available at the time of contracting	5
TOTAL POSSIBLE SCORE		100

SECTION 5.20 SELECTION OF BEST QUALIFIED OFFEREOR:

The proposal receiving the most points based on the evaluation process, and upon approval of the DYA Director, is the best qualified Offeror.

SECTION 5.21 NEGOTIATIONS OF BEST QUALIFIED OFFEROR:

Negotiations for prices and other items of a contract will begin with the highest ranked Offeror for each of the services described with the opening of the sealed envelope containing the Offeror's price. The DYA Director or his designee/designees may conduct the negotiations. If an agreement can be reached as to a fair and reasonable price, and as to any other contract terms which require negotiation, then DYA shall send the best qualified Offeror a Notice of Intent to Award in electronic form or by facsimile and a contract will be prepared for the signatures by the parties.

SECTION 5.22 FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR:

DYA will negotiate with the Best Qualified Offeror. In the event DYA fails to secure the contract and fair and reasonable pricing with the best qualified Offeror, DYA shall notify such Offeror of the termination of negotiations in writing within one (1) week of such failure, either in electronic form or by facsimile. DYA may enter into negotiations with the next best qualified Offeror.

SECTION 5.23 FUNDING:

Funding for this procurement is from 100% local funds.

ARTICLE VI. GENERAL TERMS AND CONDITIONS FOR INCLUSION IN CONTRACT

The contract to be entered into between DYA and the awarded Offeror herein will include the following terms and conditions in some form if required by law. If any of the following terms and conditions is not required by law, then such term or condition may be negotiated. If any of the following terms and conditions is not applicable to the services required herein, then the term or condition may be excluded from the contract.

SECTION 6.01 GENERAL AUTHORITY FOR PROCUREMENT:

A federal grant will fund the services being acquired. The granting authority requires that local procurement procedures be used. All agencies of the government of Guam are required to follow the Guam Procurement Law when spending public funds to purchase "supplies" or "services" as these terms are described in the Guam Procurement Law. The Guam Procurement Law is codified at Title 5, Chapter 5, GCA, and the Guam Procurement Regulations are codified at Title 2, Division 4 of the Guam Administrative Rules and Regulations ("GAR"). The foregoing statutes and regulations are available from the web site of Guam's Compiler of Laws found at: www.guamcourts.org/compilerofLaws.

DYA is issuing this Request for Proposals subject to the competitive selection procedures for professional services and all other applicable provisions of the Guam Procurement Law and the Guam Procurement Regulations.

SECTION 6.02 PAYMENT:

Payment shall be made using a method mutually agreed upon by the Government and the successful Offeror, subject to Guam law. The Prompt Pay Act shall apply to late payments.

SECTION 6.03 GUAM INCOME TAXES:

If any work is to be performed on Guam, then the Offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of Revenue and Taxation, government of Guam, P.O. Box 23607, GMF Guam 96921.

SECTION 6.04 EQUAL EMPLOYMENT OPPORTUNITY:

The Offeror may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The Offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally without regard to their race, creed, color or national origin.

SECTION 6.05 ASSIGNMENT:

The contract or any sums due to the contractor may not be assigned without the prior approval of DYA.

SECTION 6.06 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA):

If applicable, the Offeror must meet all requirements of the American with Disabilities Act.

SECTION 6.07 SCOPE OF AGREEMENT:

The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen Offeror, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or any acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement or promise not contained in the contract will be valid or binding.

SECTION 6.08 RESPONSIBILITY FOR ACCURACY OF WORK:

The awarded Offeror shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The awarded Offeror shall, without additional cost to the government of Guam, correct or revise all errors or deficiencies of its work. The awarded Offeror shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government's review, approval and acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded Offeror's failure to perform the services required, and the

awarded Offeror shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of the awarded Offeror's negligent performance of any of the services required to be performed under the contract.

SECTION 6.09 SUBCONTRACTING OF AGREEMENT:

Because of the nature of the work, the awarded Offeror may not subcontract any part of the services required under the contract without prior written consent of DYA, or as outlined in this Request for Proposals or resulting contract.

SECTION 6.10 GENERAL COMPLIANCE WITH LAWS:

The awarded Offeror shall be required to comply with all federal and locals laws applicable to the work.

SECTION 6.11 OWNERSHIP OF DOCUMENTS:

All documents, memoranda and other incidental work or materials prepared by the awarded Offeror shall be and remain the property of DYA including all publication rights and copyright interests, and may be used by DYA without any additional costs to the government.

SECTION 6.12 CHANGES:

The DYA Director may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals. If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

SECTION 6.13 SEVERABLE PROVISIONS:

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract shall be enforced to its valid and subsisting terms and provisions.

SECTION 6.14 NO GOVERNMENT LIABILITY:

DYA and the government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded Offeror, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government of Guam shall not be liable to the awarded Offeror for any work performed by the awarded Offeror prior to the approval of the contract by the government and issuance of a Notice to Proceed. The awarded Offeror shall expressly waive any and all claims for services performed in expectation of the contract prior to the issuance of a Notice to Proceed.

SECTION 6.15 LICENSING:

Offeror's are reminded that the Government Procurement Law's local preference provision gives preference to licensed and operating Guam businesses. Specific information on licenses may be obtained from the Director of Revenue and Taxation. However, a Guam business license is not required of a business if its services will be performed for the government outside of Guam.

SECTION 6.16 CONTRACT SUBJECT TO AVAILABILITY OF FUNDS:

If for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

SECTION 6.17 INSURANCE:

The awarded Offeror shall procure and maintain at its own expense all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

SECTION 6.18 GOVERNMENT'S RIGHT TO AUDIT:

Contractors with government shall maintain books and records relative to the costs and scope of services of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places.

SECTION 6.19 TERMINATION:

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Contractor in performing this Agreement shall, in the manner to the extent determined by the Government, become the property of and be delivered to the Government. If the contract is terminated by Contractor or by the Government for cause, prior to its completion, Contractor shall reimburse the Government for any travel costs associated with this contract and the Government may retain as set-off for such expenses any funds owed to Contractor in the Government's possession.

SECTION 6.20 RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS (5 GCA § 5253):

The contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense, the type of which is defined under Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, regardless of jurisdiction in which the conviction was obtained, shall provide services on behalf of the contractor relative to this Request for Proposals. If any person employed by the contractor and who provided services under the resulting contract is convicted subsequent to the parties entering into a contract, then the contractor warrants that it will immediately notify the government of the

conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

SECTION 6.21 DISPUTES:

The Guam Procurement Law provides for a mandatory procedure to be used to resolve controversies relative to the contract. As provided thereby, the government and the contractor shall agree to attempt to resolve all controversies which arise under, or by virtue of, the resulting contract, through mutual agreement.

If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within 60 days after receipt of the written request. If the government does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor. The government shall immediately furnish a copy of the decision to the contract, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

For appeals relative to money owed by or to the government under the contract, the contractor shall appeal the decision in accordance to the Government Claims Act. See following subsection on "Claims against the Government".

For all other claims by or against the government under the contract, the Office of the Public Accountability has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within 60 days of the government's decision or from the date the decision should have been made.

SECTION 6.22 CLAIMS AGAINST THE GOVERNMENT:

The Guam Claims Act (5 GCA§6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from the Request for Proposals. The contract will provide that the awarded Offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded Offeror shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction of forum. For a copy of the Guam Claims Act, visit the web site of Guam's Compiler of Laws.

SECTION 6.23 DRUG FREE/ SMOKE FREE WORKPLACE:

The contractor shall assure compliance with federal and local drug/smoke free workplace Act of 1988, the Governor's Circular No. 89-26 [Governor's Policy Statement Establishing a Drug-Free workplace] and the Clean Indoor Air Act of 1992.

ARTICLE VII. MANDATORY FORMS:

1. Offeror's Profile. The Offeror must provide background information on the business as to its official name, location, contract information, type of business, date of incorporation, and the number of years the Offeror has been in business.
2. Affidavit Disclosing Ownership and Commissions. As a condition of bidding and doing business with the government, an Offeror must disclose in the form of an affidavit the names of all persons owning more than ten (10%) of the outstanding interest of the Offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, and percentage, brokerage of other compensation of contingent arrangement for procuring a contract with the Government or for assisting the Offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the Offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
3. Affidavit re Non-Collusion. The Offeror must represent that its offer is genuine and not a sham and that the Offeror is not in collusion with others, and that the Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
4. Affidavit re No Gratuities and Kickbacks. The Offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, requires for ruling, determination, claim or controversy, or other particulate matter, pertaining to any program requirement of a contract of subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

5. Affidavit re Ethical Standards. The Offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.
6. Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination. The Offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contact deliverables to the government of Guam.
7. Affidavit re Contingent fees. The Offeror must represent, pursuant to title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
8. Compliance with Federal Laws and Regulations

See Compliance with Federal Laws and Regulations in Mandatory Forms (Appendix A), DYA Civil Rights Compliance Policy (Appendix B), and Sample Form of Contract (Appendix C).

ARTICLE VIII. APPENDICES:

See Appendix A for mandatory forms mentioned in Article VII. These forms do not have to be retyped. They may be detached from this Request for Proposals Packet and used as is.

See Appendix B for DYA Civil Rights Compliance Policy

See Appendix C for Sample Form of Contract

APPENDICES

APPENDIX A

MANDATORY FORMS

RFP NUMBER: DYA-RFP-19-002
DESCRIPTION: NURSING SERVICES
REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded that the following mandatory forms are required to be signed and must be submitted together with the proposal in the proposal envelope, one (1) original and three (3) copies. These forms include:

- (X) OFFEROR'S PROFILE
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS – AG Procurement Form 002
- (X) AFFIDAVIT re NON-COLLUSION– AG Procurement Form 003
- (X) AFFIDAVIT re NO GRATUITIES or KICKBACKS – AG Procurement Form 004
- (X) AFFIDAVIT re ETHICAL STANDARDS – AG Procurement Form 005
- (X) DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION – AG Procurement Form 006
- (X) AFFIDAVIT re CONTINGENT FEES – AG Procurement Form 007
- (X) COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
 - The above affidavits must be notarized and dated.
 - Date of signature of the Offeror and the Notary date must be the same.

This reminder must be signed and returned in the proposal envelope. Failure to comply with the above requirements will mean a disqualification and rejection of the proposal.

On this _____ day of _____, 2016, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective Offerors with the above referenced RFP.

Authorized Representative's Signature

NOTE: PROPOSAL AND PRICE PROPOSAL MUST BE SUBMITTED IN SEPARATE ENVELOPES AND MUST BE MARKED **"PROPOSAL"** AND **"PRICE PROPOSAL"**. FAILURE TO COMPLY WITH THIS REQUIREMENT, OFFEROR WILL BE DEEMED NON RESPONSIVE.

OFFEROR'S PROFILE FOR RFP: DYA RFP-19-002

1.	Proposal for:	NURSING SERVICES DYA-RFP-19-002
2.	Name of Offeror:	
	Name of Business:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail address:	
3.	Type of Business Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____
4.	Location of the principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable.	
7.	Number of years in business:	
8.	Contact Number:	

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**FOR DYA-RFP-19-002**

CITY OF _____)

) ss.

ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Offeror and that [please check only one]:

- [] The Offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [] The Offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of Offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares of interest in the offering business during the past 12 months immediately preceding the submission date of the proposal are as follows (if none, please so state):

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows (if none, please so state):

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Subscribed and sworn to before me

Signature of one of the following:

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, ____.

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation

AFFIDAVIT re NON-COLLUSION

FOR DYA-RFP-19-002

CITY OF _____)

) ss.

ISLAND OF GUAM)

[state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company] _____

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subofferors, and employees.

Subscribed and sworn to before me

Signature of one of the following:

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, ____.

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation

AFFIDAVIT re NO GRATUITIES or KICKBACKS

FOR DYA-RFP-19-002

CITY OF _____)

) ss.

ISLAND OF GUAM)

_____[state name of affiant signing below], being
first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of Offeror company]
_____. Affiant is _____ [state one
of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing
identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers,
representatives, agents, subofferors, or employees have violated, are violating the prohibition against
gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of
Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 §
11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers,
representatives, agents, subofferors, or employees have offered, given or agreed to give, any government
of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of
employment in connection with the Offeror's proposal.

4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf
of the Offeror's officers, representatives, agents, subofferors, and employees.

Subscribed and sworn to before me

Signature of one of the following:

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____.

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation

AFFIDAVIT RE ETHICAL STANDARDS

FOR DYA-RFP-19-002

CITY OF _____)

) ss.

ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subofferors or employees of Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subofferor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Subscribed and sworn to before me

Signature of one of the following:

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, __.

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No.: DYA-RFP-19-002

Name of Offeror / Company: _____

I, _____ hereby certifies under penalty of perjury:

(1) That I am _____ [the Offeror, a partner of the Offeror, an officer of the Offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach]

Signature

Date _____

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
Daniel W. Simms	Division of	Wage Determination No.: 2015-5693
Director	Wage Determinations	Revision No.: 8
		Date Of Last Revision: 12/26/2018

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71

01111 - General Clerk I	10.29
01112 - General Clerk II	11.28
01113 - General Clerk III	12.32
01120 - Housing Referral Assistant	19.20
01141 - Messenger Courier	11.16
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation and Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86

07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services and Support Occupations	
11030 - Cleaner Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70

12312 - Registered Nurse II	25.32
12313 - Registered Nurse II Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14
14045 - Computer Operator V	22.31
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	20.14
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30

15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	25.10
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	32.74
15086 - Maintenance Test Pilot Rotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry Dry-Cleaning Pressing and Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.78
16090 - Presser Hand	9.78
16110 - Presser Machine Dry cleaning	9.78
16130 - Presser Machine Shirts	9.78
16160 - Presser Machine Wearing Apparel Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.24
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool and Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools and Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50

23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating Ventilation and Air-Conditioning Mechanic	16.58
23411 - Heating Ventilation and Air Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.52
23810 - Plumber Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker Maintenance	15.37

23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness and Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.13
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker and Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23

29041 - Stevedore I	18.85
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center(HFO)(see 2)	38.15
30011 - Air Traffic Control Specialist Station(HFO)(see 2)	26.30
30012 - Air Traffic Control Specialist Terminal(HFO)(see 2)	28.97
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	24.12
30502 - Weather Forecaster II	29.34
30620 - Weather Observer Combined Upper Air Or(see 2)	20.74
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.00

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truck driver Light	9.78
31362 - Truck driver Medium	11.61
31363 - Truck driver Heavy	13.89
31364 - Truck driver Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62
99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour or \$167.20 per week or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard**

Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed

classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT re CONTINGENT FEES

FOR DYA-RFP-19-002

CITY OF _____)

) ss.

ISLAND OF GUAM)

_____[state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subofferors, and employees.

Signature of one of the following:

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, ____.

Offeror, if the Offeror is an individual;

Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:

FOR DYA-RFP-19-002

Clean Air Act

Offeror agrees to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violation shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – applies to contracts over \$100,000. Offeror as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractor of \$100,000 or more to file a Byrd Anti-Lobbying certification. Offeror represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Offeror and its subofferors up to the Government.

Debarment and Suspension

Debarment and Suspension (E.O. 12549 and E.O. 12689)—No contract may be made to parties listed on the General Services Administration's List of Parties excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Offerors declared ineligible under statutory or regulatory authority other than E.O. 12549. Offeror certifies that Offeror, nor any of Offeror's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

Drug-Free Work Place

Offeror acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Offeror and subofferors agree to comply with the Drug-Free Work Place Act.

DRUG-FREE WORKPLACE (MAY 2001)

a) *Definitions.* As used in this clause

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 – 1308.15.

"Conviction" means a finding of guilt (including a pleas of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of an Offeror directly engaged in the performance of work under a Government contract. *"Directly engaged"* is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Offeror that has no more than one employee including the Offeror.

b) The Offeror, if other than an individual, shall – within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(8) The Offeror, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, the Offeror's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Offeror subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

Certification of Non-Discrimination

If a contract for services is awarded to the Offeror, then the service Contractor must comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act) (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

Offeror will designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Justice Programs and the Office for Civil Rights (OCR), Office of Justice Programs.

Offeror will inform the public of affected persons' rights to file a complaint of discrimination with the OCR for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the OCR and DYA.

Offeror will provide an Equal Employment Opportunity Plan (EEO) to the OCR and the DYA, if it is a state government, a local government, or a for-profit entity that has 50 or more employees and receives a single award for \$500,000 or more that is subject to the administrative provisions of the Safe Streets Act; otherwise, it will provide a certification to the OCR and the DYA that it has a current EEO on file, if it has 50 or more employees and receives a single award for \$25,000 or more, but less than \$500,000, that is subject to the administrative provisions of the Safe Streets Act. For state governments, local governments, and for-profit entities receiving less than \$25,000, or for state governments, local governments, and for-profit entities with fewer than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination

on the basis of limited English proficiency. To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Contractor is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Offeror will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Civil Rights Requirements

Service Contractor: _____

Civil Rights Contact Person: _____

Title/ Address: _____

Telephone Number: _____

Number of persons employed by the organizational unit: _____

Signature

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

APPENDIX B

**GUAM DEPARTMENT OF YOUTH AFFAIRS
CIVIL RIGHTS COMPLIANCE POLICY**

As a recipient of federal financial assistance from the U.S. Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention, the Guam Department of Youth Affairs (DYA) is committed, as a matter of principle, and in compliance with applicable federal laws, to prohibiting discrimination and behaviors, which, if repeated, could constitute discrimination. Accordingly, this policy establishes written procedures for 1) individuals to follow in filing an employment or services discrimination complaint with the DYA; and 2) DYA employees to follow when they receive complaints alleging employment or services discrimination from employees, clients, customers, program participants, applicants, or consumers of the DYA or of DYA subgrantees receiving federal financial assistance from DOJ. This policy applies to all employees of the DYA and all of its contractors and subgrantees.

The DYA directs that its transactions and the operation of all DYA-funded subgrantee programs and activities shall not discriminate or retaliate on the basis of race, color, religion, national origin, sex, age, or disability. Harassment on any of the above-stated grounds is a form of prohibited discrimination.

The DYA, its contractors, and its subgrantees have the obligation to comply with the following federal civil rights laws:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132) and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ federal financial assistance for inherently religious activities (28 C.F.R. Part 38).

DEFINITIONS

A. "A person with a disability" means any person who: (1) has a physical or mental impairment that substantially limits one or more of such person's major life activities; (2) has a record of such an impairment; or (3) is regarded as having an impairment that is not both transitory and minor.

B. "Complainant" refers to the person or persons initiating the complaint.

C. "Harassment" is a form of behavior that is characterized by conduct: (1) based on race, color, national origin, sex, religion, disability, or age; and (2) if sufficiently severe, persistent, or pervasive, could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment.

D. "Respondent" is the person or persons against whom a complaint has been initiated.

E. "Retaliation" refers to adverse actions taken by an employer or service provider because an individual engaged in a protected activity, such as opposing a discriminatory practice or participating in a discrimination complaint process.

COMPLAINT PROCEDURES

A. Filing a Complaint

A person who believes that s/he has been harassed or been subject to discriminatory treatment within the DYA or by a DYA subgrantee because of race, color, national origin, sex, age, religion, or disability, or has been retaliated against for engaging in protected activity, is urged to file a complaint through the DYA Civil Rights Officer. The current Civil Rights Officers are Sollie Onedera, sollie.onedera@dya.guam.gov, (671) 735-5036; Jennifer Arceo, jennifer.arceo@dya.guam.gov, (671) 735-5012; or Richard Mendiola, richard.mendiola@dya.guam.gov, (671) 735-5022. Generally, formal complaints must be filed with the Civil Rights Officer within 180 calendar days of the alleged discrimination. If the complaint is not filed on time, the complainant shall provide the reason for the delay and request a waiver of this filing requirement. The DYA shall decide whether to grant the waiver. The complaint may be filed in a letter, in an e-mail, in person, or over the phone. In anticipation of filing a complaint, an individual may find it beneficial to contact the Civil Rights Officer to obtain policy clarification, advice, or assistance.

Because the DYA is a Government of Guam Line Agency, employees are subject to the Department of Administration's Personnel Rules and Regulations, specifically Appendix F, Equal Employment Opportunity and Chapter 11 Adverse Action Procedures.

B. Referral of Complaint to Civil Rights Officer

If an employee of the DYA other than the Civil Rights Officer receives a discrimination complaint from an employee, client, customer, program participant, applicant, or consumer of the DYA or of a DYA subgrantee, s/he shall submit the complaint to the Civil Rights Officer within five (5) business days of receiving the complaint. Furthermore, the DYA shall provide the complainant with a written notice acknowledging receipt of the complaint and explaining that the complaint will be resolved within forty-five (45) calendar days of the DYA's receipt of the complaint.

A DYA subgrantee shall advise the Civil Rights Officer of an employment or services discrimination complaint filed against it within ten (10) business days of receiving the complaint.

C. External Agencies

While the DYA encourages individuals to file any employment or services discrimination complaint with the DYA, the agency's policies and procedures are not intended to impair or limit the rights of anyone to seek a remedy available under state or federal law. As an alternative or in addition to filing a complaint with the DYA, an individual may wish to file a complaint with an external agency for investigation, such as a local or state human rights commission, or an appropriate federal agency. For instance, if a complainant alleges a violation of a federal employment discrimination law that is enforced by the U.S. Equal Employment Opportunity Commission (EEOC), the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the EEOC and provide the following contact information:

U.S. Equal Employment Opportunity Commission
Los Angeles District Office
Roybal Federal Building
225 East Temple St., 4th Floor
Los Angeles, CA 90012
Telephone: 1.800.669.4000
TTY: 1.800.669.6820
<http://www.eeoc.gov/field/losangeles/charge.cfm>

If a complainant alleges a violation of a federal civil rights law that is enforced by the Office for Civil Rights (OCR), Office of Justice Programs, DOJ, the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the OCR and provide the following contact information:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street NW
Washington, DC 20531
Telephone: 202.307.0690
TDD/TTY: 202.307.2027
<http://www.ojp.usdoj.gov/about/ocr/complaint.htm>

D. Complaint Evaluation, Investigation, and Resolution Proceedings

Evaluation of the Complaint

The DYA evaluates each complaint it receives to determine whether it can investigate the complaint. The DYA makes this determination with respect to each allegation in the complaint. The DYA shall dismiss the complaint if the following is determined:

- The DYA lacks jurisdiction over the complaint;
- The complaint was not filed timely and a waiver will not be granted;
- The complaint is unclear or incomplete and the complainant does not provide the information the DYA requests within twenty (20) calendar days of the request; or
- The allegations raised by the complaint have been resolved.

If a complaint cannot be resolved within sixty (60) calendar days of the DYAs receipt of it or the respondent remains unwilling to negotiate an agreement, the Civil Rights Officer will refer the matter to the EEOC, if the complaint involves employment discrimination, or to the OCR, if the complaint involves services discrimination, for investigation and resolution. The DYAs shall notify the EEOC or the OCR in writing of any referral within ninety (90) calendar days of its receipt of the complaint. If the DYAs refers the complaint to an external agency, the Civil Rights Officer will provide a written notice to the complainant stating that the complaint was referred to an external agency, notifying the complainant of that external agency's contact information, and identifying the civil rights provision(s) involved.

If the DYAs determines that it will investigate the complaint, it shall issue letters of notification to the complainant and the respondent. Opening a complaint for investigation in no way implies that the DYAs has made a determination with regard to the merits of the complaint. During the investigation, the DYAs is a neutral fact-finder. The DYAs shall collect and analyze relevant information and evidence from the complainant, the respondent, and other sources as appropriate. The DYAs shall ensure that the investigations are legally sufficient and address the allegations raised in the complaint.

If the DYAs elects to investigate a complaint that involves a federal civil rights law over which the OCR has jurisdiction, the OCR retains authority (1) to conduct supplementary or *de novo* investigations; (2) to approve, modify, or reject recommended findings; (3) to approve, modify or reject proposed voluntary resolutions; and (4) to initiate formal enforcement action.

Investigation of the Complaint

The DYAs may use a variety of fact-finding techniques in its investigation of a complaint. These techniques may include reviewing documentary evidence submitted by both parties; conducting interviews with the complainant, respondent's personnel, and other witnesses; and conducting site visits. At the conclusion of its investigation, the DYAs shall determine with regard to each allegation whether a preponderance of the evidence supports a conclusion that the respondent failed to comply with the law.

The DYAs's determination shall be explained in a letter of findings sent to the complainant and the respondent. Letters of findings contain fact-specific investigative findings and dispositions of individual cases. Letters of findings are not formal statements of OCR policy and they should not be relied upon, cited, or construed as such. The DYAs's formal policy statements are approved by a duly-authorized DYAs official and made available to the public.

Resolution of the Complaint after a Determination of Noncompliance

If the DYAs determines that a respondent failed to comply with one of the civil rights laws the OCR enforces, the DYAs will contact the respondent and will attempt to secure the respondent's willingness to negotiate a voluntary resolution agreement. If the respondent agrees to resolve the complaint, the respondent will negotiate and sign a written resolution agreement describing the specific remedial actions that the respondent will undertake to address the area(s) of noncompliance identified by the DYAs. The terms of the resolution agreement, if fully performed, will remedy the identified violation(s) in compliance with applicable civil rights laws. The DYAs shall monitor the respondent's implementation of the terms of the resolution agreement to verify that (1) the remedial actions agreed to by the respondent have been implemented consistent with the terms of the agreement and (2) the area(s) of noncompliance identified were resolved consistent with applicable civil rights laws.

If the respondent refuses to negotiate a voluntary resolution agreement or does not immediately indicate its willingness to negotiate, the DYAs will inform the respondent it has thirty (30) calendar days to indicate its willingness to engage in negotiations to voluntarily resolve identified areas of noncompliance, or the

DYA shall forward the case to either the EEOC, if the complaint alleges employment discrimination within that agency's jurisdiction, or the OCR, if the complaint allege services discrimination within that agency's jurisdiction.

Request for Reconsideration or Appeal of DYA's Determination

The DYA is committed to a high-quality resolution of every case. The DYA affords an opportunity to the complainant to submit a request for reconsideration or an appeal of a DYA determination that is not in the complainant's favor. If the complainant disagrees with the DYA's decision to dismiss or administratively close a complaint for any reason (e.g., jurisdiction, timeliness, or other administrative reasons), s/he may send a written request for reconsideration to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's administrative closure letter. If the complainant disagrees with the DYA decision finding insufficient evidence to support the complaint allegation(s) after investigation, s/he may send a written appeal to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's letter of findings. Requests for reconsideration and appeals shall be sent to:

Civil Rights Officer
Guam Department of Youth Affairs
Government of Guam
P.O. Box 23672
GMF, Barrigada, Guam 96921

The review process provides an opportunity for complainants to bring information to the DYA's attention that may change the DYA's decision. For both requests for reconsideration and appeals, the complainant must explain why s/he believes the factual information was incomplete, the analysis of facts were incorrect, and/or the appropriate legal standard was not applied, and how those would change the DYA's determination in the case. Failure to do so may result in the denial of the request for reconsideration or appeal. The review process will not be a *de novo* review (i.e., the DYA shall not review the matter as if no previous decision has been rendered) of the DYA's decision.

E. Policy Dissemination

The DYA Civil Rights Compliance Policy will be made available to all employees, clients, customers, program participants, applicants, subgrantees, and consumers. This Policy shall be included with orientation materials given to all new employees, available on shared computer access, and available on the DYA's website (dya.guam.gov), and given to employees during training on the policy. Non-discrimination clauses shall also be incorporated in all agreements, award packets, and contracts with vendors who contract with the DYA. Furthermore, all subgrantees of the DYA must acknowledge reviewing the policy by initialing a special condition before receipt of their award.

F. Training and Subgrantee Monitoring

The DYA shall provide training for agency employees on the Civil Rights Compliance Policy periodically. The training shall include an overview of complaint policies and procedures, including an employee's responsibility to refer potential discrimination issues and discrimination complaints from employees, clients, customers, program participants, applicants, subgrantees, and consumers to the Civil Rights Officer.

Through its compliance monitoring process, the DYA ensures that subgrantees have procedures in place for responding to discrimination complaints that employees, clients, customers, program participants, applicants, and consumers file directly with the subgrantee. The DYA also ensures that subgrantees notify

their employees, clients, customers, program participants, applicants, and consumers of prohibited discrimination and the procedures for filing an employment or services discrimination complaint.

APPENDIX C

SAMPLE

GOVERNMENT OF GUAM CONTRACTUAL AGREEMENT

This AGREEMENT is made this _____ day of _____, 2019, between the DEPARTMENT OF YOUTH AFFAIRS ("Government"), whose address is 169 San Isidro Street, Mangilao, Guam 96913 and the firm of ***(Name of Firm)***, hereinafter referred to as ("Contractor"), whose mailing address is _____.

RECITALS

WHEREAS, the Government intends to enter into an agreement with the contractor to provide professional nursing services to clients of the Department of Youth Affairs; and

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest to be performed under contract by professional personnel other than employees in the service of the Government; and

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, the Office issued a Request for Proposals to obtain services (Request for Proposal No. DYA-RFP-19-002) giving adequate notice of the need for such services and Contractor was determined in writing by the head of the Government or a designee of such officer to be best qualified based on the evaluation factors set forth in the Request for Proposals, and fair and reasonable fees were agreed to between the parties; and,

WHEREAS, Contractor has submitted a statement of qualifications and interest in providing such service; and

WHEREAS, the award of this contract to the Contractor has been made pursuant to a written finding by the purchasing agent that the Contractor is the best qualified based upon evaluation factors set forth in the request for proposal, and that negotiations of compensation has been determined to be fair and reasonable;

WITNESSETH, the Government and Contractor in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I

PURPOSE

To provide comprehensive nursing services to clients of the Department of Youth Affairs.

SECTION II

SCOPE OF SERVICES

- A. Scope of Services will be inserted upon successful negotiation.
- B. Order of Precedence:

The request for proposal and the Service Provider's proposal are incorporated by reference into this Agreement and are made part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply.

1. Any contract amendment(s), in reverse chronological order; then
2. This Agreement itself; then
3. The Request for Proposal; then
4. The Service Provider's Best and Final Offer(s), in reverse chronological order; then
5. The Service Provider's Proposal

SECTION III

MONITORING AND REPORTING

The Contractor will comply with all Government requirements in providing services to DYA clients. Services will be monitored by DYA. The monitor may examine files, fiscal records and other records if needed.

All records of youth served inclusive of contractor's quality and assurance data must be collected and maintained in a manner to ensure the protection of the juveniles' rights to privacy and confidentiality.

A monthly consolidated report shall contain information describing all clients seen; client initials; date of birth; reason being seen as specified in Section II above; and shall include any other information to be collected as requested by the Government and submitted with the monthly invoices.

SECTION IV

CONTRACT TERM

INITIAL TERM: The initial term of the contract shall commence upon the signature of the Governor through September 30, 2020.

RENEWAL TERM: The contract may be extended for three (3) additional one year periods at the sole option of the Government.

MONTHLY EXTENSION PERIODS: At the option of the government, and as agreed to by the vendor, the contract may be extended after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the DYA is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the DYA.

MULTIPLE TERM CONTRACT, MULTIPLE CERTIFICATION OF FUNDS: The term of the contract and any extensions are subject to the availability, appropriation, and allocation of funds. Should the Government in its sole discretion decide to exercise any option to renew the contract, subject to the availability of funds, then the Government shall issue a letter to declare the option to renew as notice to the selected service provider and funds for the renewal period may be processed in accordance with any

procedure or format adopted by the Bureau of Budget and Management Research. The contract term may also be extended to include any liquidation period, at no additional cost.

Funds may be certified in different increments during any fiscal year on this procurement. In the event funds are not appropriated or otherwise made available to support continuation of services in the subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

SECTION V

CONTRACT TYPE

The Guam Procurement Law prohibits advance payment. The type of contract will be a Firm Fixed Price, Multi-year contract whereby the parties shall agree upon a basis for payment of services performed.

SECTION VI

CONTRACTOR'S COMPENSATION FOR SERVICES

The Government will compensate the Contractor for services performed pursuant to Section II, supra, in the total amount negotiated.

Subject to GSA Policy Office Regulations, an adjustment to the fee stated herein may be requested by the Contractor and authorized by the Government if the physical scopes of work, time for completion, or services requested are increased over that agreed to.

The Government shall compensate the Contractor monthly upon submittal of the Director's certification of services rendered.

Upon review and acceptance of invoices and time records, the Contractor will be compensated in the amount negotiated monthly.

SECTION VII

FINAL PAYMENT AND RELEASE OF CLAIMS

Final payment and release of claims: Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment and as a condition precedent thereto, the Contractor shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government of Guam arising under and by virtue of this Agreement.

SECTION VIII

GENERAL COMPLIANCE WITH LAWS

In performing the work provided for herein, Contractor agrees to fully comply with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal, including but not limited to HIPAA, Civil Rights Discrimination Laws and ADA. Contractor assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified

under regulations of administrative officials or bodies charged with enforcement of any territory or federal laws on this subject.

Contractor has provided a copy of appropriate business license pursuant to section 26203, Title 11, Guam Code Annotated.

SECTION IX

INDEPENDENT AGENT

For the purpose of the Government Claims Act, Public Law 17-29, Contractor shall not be considered an agent of the Government of Guam with respect to any acts performed by it in connection with the discharge of the duties of this contract. There shall be no employee benefits provided under this contract, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the Government. Contractor contracts herein with the Government as an independent Offeror, and is neither an employee nor an agent of the Government for the purpose of performing the services hereunder. The Government, therefore, assumes no responsibility for the acts of Contractor which are performed in its independent and professional capacity.

SECTION X

RESPONSIBILITY OF CONTRACTOR

Contractor shall be responsible for all work and the materials furnished under this contract. Contractor shall, without additional cost to the Government, correct or revise all errors or deficiencies in his/her work. The Government's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of Contractor's failure to the Government for all costs of any kind which may be incurred by the Government as a result of Contractor's negligent performance of any of the services performed under this contract.

SECTION XI

ASSIGNMENT OF AGREEMENT

Contractor may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of the Government.

SECTION XII

GENERAL COMPLIANCE WITH LAWS

Contractor shall be required to comply with all Federal and Territorial laws and ordinances applicable to this work. Contractor has provided the Government with a copy of its Statement of Exemption pursuant to Section 16024 of the Government Code.

SECTION XIII

INDEMNITY

Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought from or on account of any injury, death, or damage arising

or growing out of the acts or omissions of Contractor, its officers, agents, servants or employees under this Agreement.

SECTION XIV

CHANGES

(a) The Government may, at any time, by written order, make changes to the general scope of this contract in the services to be performed. Contractor shall not make any changes to the general scope without the written approval of the Government.

(b) If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of any services under this Agreement, the Agreement shall be modified in writing accordingly. Any claim for adjustment under this section must be made in writing to the Government within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, the Government, if it determines the facts justify such action, may receive and consider and adjust any such claim asserted at any time prior to the date of final settlement of the Agreement. Nothing provided in this section shall excuse Contractor from diligently proceeding with the work so charged.

(c) If Contractor believes that a change in the scope of services is necessary and desirable to the furtherance of the interest of the project under this Agreement, Contractor shall make a request, in writing, for the Government to issue a Change Order. Such requests for Change Order shall include the proposed change in scope of services, as well as the proposed change in compensation and/or schedule associated with granting such a Change Order. The Government shall, in response to such requests for Change Order, utilize the same options as stated above.

SECTION XV

TERMINATION

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Contractor in performing this Agreement shall, in the manner to the extent determined by the Government, become the property of and be delivered to the Government. If the contract is terminated by Contractor or by the Government for cause, prior to its completion, Contractor shall reimburse the Government for any travel costs associated with this contract and the Government may retain as set-off for such expenses any funds owed to Contractor in the Government's possession.

SECTION XVI

SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION XVII

GOVERNING LAW

Venue of any action brought under this Agreement shall lie in the Island of Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the Island of Guam.

SECTION XVIII

EFFECTIVE DATE OF AGREEMENT

The Agreement shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

SECTION XIX

GOVERNMENT NOT LIABLE

The Government assumes no liability for any accident or injury that may occur to Contractor, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

SECTION XX

FUNDING

Funding for this procurement is from 100% local funds and is subject to the availability of funds.

SECTION XXI

MANDATORY DISPUTES CLAUSE (2GAR Div. 4 § 9103(g))

(a) All controversies between the territory and the Contractor which arise under, or by virtue of, this Agreement and which are not resolved shall be decided by the Procurement Officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however, that if the Procurement Officer does not issue a written decision within 60 days after receipt of written request for a final decision or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

(b) The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, with a return receipt requested, or by any other method that provides evidence of receipt.

(c) Any such decision shall be final and conclusive, unless fraudulent, or unless the Contractor appeals the decision administratively pursuant to Title 5 Guam Code Annotated, Section 5427(e) and 5706.

(d) The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution pursuant to law of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of this Agreement by the territory; provided however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Chief Procurement Officer or head of the Government has made a written determination that continuation of work under the contract is essential to the public and safety.

SECTION XXII

CLAIMS AGAINST GOVERNMENT

The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against

the Government if the claim arises out of or in connection with this Agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

SECTION XXIII

CONSENT TO JURISDICTION

The Contractor expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may rise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or proceed in a different jurisdiction or forum.

SECTION XXIV

MANDATORY REPRESENTATION BY CONTRACTOR

(a) General Ethical Standards (2 GAR Div. 4 § 11103(b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

(b) Prohibition against Gratuities and Kickbacks (2GAR Div. 4 § 11107(e)). With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

(c) Prohibition against Contingent Fees (2 GAR Div. 4 § 11108(h)). The Contractor represents that he has not retained a person or anyone upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

(d) Restriction on Employment of Sex Offenders (5 GCA § 5253)). The Contractor warrants that no person on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of the Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated or convicted of an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of the Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated or convicted of an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any Contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting agency of such violation, shall within twenty-four (24) take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

SECTION XXV

WAGE AND BENEFIT COMPLIANCE – CONTRACTORS PROVIDING SERVICES

(a) Contractor with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the Government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement is awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay minimum of ten (10) paid holidays per annum per employee. 5 GCA §5801

(e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Thousand Dollars (\$1,000) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA §5801

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5801

(g) Contractor along with all proposed Offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5801

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligation as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals providing direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

SECTION XXVI

SUBCONTRACTING

The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department of Youth Affairs.

SECTION XXVII

DRUG FREE/SMOKE FREE WORKPLACE

The contractor shall assure compliance with federal and local drug/smoke free workplace Act of 1988, the Governor's Circular No. 89-26 [Governor's Policy Statement Establishing a Drug-Free workplace] and the Clean Indoor Air Act of 1992.

SECTION XXVIII

BINDING SIGNATORY

This Agreement, and any modification hereto, is not binding until signed by the Governor of Guam.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEPARTMENT OF YOUTH AFFAIRS

(CONTRACTOR)

By: _____
MELANIE W. BRENNAN
Director

By: _____
(Authorized Representative)

Dated: _____

Dated: _____

CERTIFIED FUNDS AVAILABLE:

Account No. _____

Vendor No.: _____

Amount: _____

**BUREAU OF BUDGET AND MANAGEMENT
REARCH**

By: _____
JEANNETTE C. TOVES
Certifying Officer

By: _____
LESTER L. CARLSON, JR.
Director

Dated: _____

Dated: _____

**APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY
GENERAL OF GUAM**

**OFFICE OF THE GOVERNOR
OF GUAM**

By: _____
LEEVIN TAITANO CAMACHO
Attorney General of Guam

By: _____
HONORABLE LOURDES A. LEON GUERRERO
Governor of Guam

Dated: _____

Dated: _____